

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Appl. No.	:	10/550,036	Confirmation No.:	8075
Applicant	:	Paul Douglas		
Title	:	JAW CRUSHER		
Filed	:	September 21, 2005		
Docket No.	:	7881.18		
Customer No.	:	21999		

RENEWED PETITION UNDER 37 C.F.R. 1.47(b)

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

This Renewed Petition is filed in response to the Decision dated 26 December 2007. The Decision dismissed Applicant's Renewed Petition Under 37 C.F.R. 1.47(b) dated 18 September 2007 on the grounds that it failed to contain (1) sufficient evidence showing the inventor Douglas refuses to execute the application; (2) a Declaration properly executed by the assignee, Extec Screens & Crushers; and (3) sufficient evidence that Extec Screens & Crushers owns the invention. The prior Petitions and their exhibits are incorporated by reference.

Enclosed as Exhibit A is a signed "Witness Statement" (which has been averred as being truthful) by Mr. Martin Mark Neilson, the European attorney of Extec Screens & Crushers Limited ("Extec"), the assignee of this patent application. Attached to the Neilson Witness Statement are copies of correspondence between inventor Douglas, his representatives (Walker Morris) and the assignees and their representatives (Urquhart-Dykes & Lord LLP and Pinsent Masons). The correspondence spans nearly two and one half years, during which inventor Douglas was requested to execute the inventorship declaration and related application papers. The correspondence further provides evidence that inventor Douglas was provided a complete copy of the description, claims and drawings together with a Declaration and a request to sign and return the Declaration, and yet he has refused to sign the documents. The reason why inventor Douglas has refused to sign the documents, such as advice of counsel, demand for compensation, or otherwise, is not relevant to the fact that Douglas has been presented with the

application papers and requested to sign them and he has not done so, even after two and one half years.

In view of the Neilson Witness Statement and attached documents, Applicant respectfully submits that inventor Douglas has been presented with a copy of the complete application papers and has refused to execute the application in accordance with the requirements of 37 CFR 1.47(b) and as set forth in MPEP § 409.03(d).

Enclosed herewith as Exhibit B is a Declaration naming inventor Douglas as the sole inventor and signed by Ian Frazer English, Solicitor and Chief Legal Counsel of Extec Screens & Crushers Limited. Applicants submit that Mr. English has authority to sign the Declaration on behalf of the assignee.

Enclosed herewith as Exhibit C is a signed "Witness Statement" (which has been averred as being truthful) by Mr. Ian Frazer English, who is the Solicitor and Chief Legal Counsel to Extec Screens & Crushers Limited. The English Witness Statement refers to "Exhibit G," a copy of which was attached to the Renewed Petition dated 18 September 2007. The English Witness Statement establishes that the inventive concepts set forth in the patent application were made by inventor Douglas "in the scope of his normal contractual duties whilst employed by INHOCO 2723 Limited." In addition, the English Witness Statement establishes that under United Kingdom law and by virtue of the Service Agreement (Exhibit G), the invention set forth in the patent application was owned by INHOCO 2723 Limited. As previously established, INHOCO 2723 Limited changed its name to Extec Holdings Limited (Exhibit H of the Renewed Petition dated 18 September 2007) and subsequently assigned the invention to Extec Screens and Crushers Limited (Exhibit J of the Renewed Petition dated 18 September 2007).

Enclosed herewith as Exhibit D is a signed "Legal Memorandum" by Mr. Ian Frazer English, who is the Solicitor and Chief Legal Counsel to Extec Screens & Crushers Limited. The Legal Memorandum refers to "Exhibits G, H, I, and J," copies of which were attached to the Renewed Petition dated 18 September 2007. The Legal Memorandum establishes that the inventive concepts set forth in the patent application were made by inventor Douglas during his employment by the predecessor companies of Extec Screens & Crushers Limited. The Legal Memorandum further clarifies the Assignment Agreement dated 31 August 2005 (Exhibit I) and confirms under United Kingdom law that all rights and title to the patent application are transferred, under UK law, from Paul Douglas to Extec Screens & Crushers Limited.

In view of the foregoing, Applicant respectfully submits that Extec Screens & Crushers Limited has sufficient proprietary interest in the application under 37 CFR 1.47(b).

Applicant respectfully submits that the requirements of 37 CFR 1.47(b) are satisfied. Applicant respectfully requests that this Petition be Granted.

Respectfully submitted,

/Evan R. Witt/

Evan R. Witt
Reg. No. 32,512
Attorney for Applicant

Date: February 7, 2008

KIRTON & McCONKIE
1800 Eagle Gate Tower
60 East South Temple
Salt Lake City, Utah 84111
Telephone: 801/328-3600

U:\Clients\7881 UDL\7881.18 (1512.2.154)\Renewed Petition Feb 2008\7881.18 Renewed Petition.doc

Exhibit A

IN THE MATTER OF US PATENT
APPLICATIONS BASED ON
INTERNATIONAL PATENT
APPLICATIONS NAMING EXTEC
SCREENS & CRUSHERS LIMITED
AS APPLICANT AND PAUL
DOUGLAS AS INVENTOR OR
CO-INVENTOR

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10

WITNESS STATEMENT

I, Martin Mark Neilson, European and Chartered Patent Attorney, of Urquhart-Dykes & Lord LLP and Patent Attorney to Extec Screens & Crushers Limited, do hereby declare as follow:

15

1. This declaration is made in connection with three US patent applications which have been filed, based on International Patent Applications made in the name of Extec Screens & Crushers Limited, and naming Paul Douglas as inventor or co-inventor. The details of the three US patent applications are as follows:

20

(i) US Application Serial no. 10/550,036 based on International Patent Application No. PCT/GB2004/001185;

25

(ii) US Application Serial no. 10/550,035 based on International Patent Application No. PCT/GB2004/01183;

(iii) US Application Serial no. 11/568,305 based on International Patent Application No. PCT/GB2005/001411.

30

2. This Witness Statement is filed to supplement my previous Witness Statement confirming non-cooperation by inventor Douglas and in response to the request of the attorney advisor for copies of all relevant correspondence between the assignees and inventor Douglas and his representatives.

35

3. The documents attached to this witness statement represent a complete copy of all correspondence within our files between inventor Douglas, his representatives (Walker Morris) and the assignees and their representatives (Urquhart-Dykes & Lord LLP and Pinsent Masons). The exchange of correspondence and attachments to this Witness Statement are as follows:

40

a) 15 September 2005 letter from UDL to Paul Douglas (US serial No. 10/550,036);

45

b) 20 September 2005 letter from UDL to Paul Douglas (US serial No. 10/550,035);

c) 6 October 2005 (undated letter) letter from Paul Douglas to Extec Holdings Ltd;

- d) 2 November 2005 response letter from Pinsent Masons;
- e) 7 November 2005 response letter from Paul Douglas and transcribed version;
- 5 f) 10 November 2005 letter from Pinsent Masons;
- g) 18 November 2005 letter from Walker Morris on behalf of Paul Douglas;
- 10 h) 6 December 2005 chasing letter from Walker Morris;
- i) 9 January 2006 response letter from Pinsent Masons;
- 15 j) 8 February 2006 letter from Walker Morris;
- k) 31 October 2006 letter from UDL to Paul Douglas;
- l) 14 November 2006 letter from UDL to Paul Douglas;
- 20 m) 28 November 2006 letter from UDL to Paul Douglas;
- n) 28 November 2006 response from Walker Morris;
- 25 o) 27 February 2007 and reminder 13 March 2007 letter from UDL to Paul Douglas;
- p) 4 May 2007 letter from Walker Morris to Pinsent Masons;
- 30 q) 4 May 2007 fax from Walker Morris to UDL;
- r) 18 May 2007 fax response from Pinsent Mason to Walker Morris and fax confirmation sheet;
- 35 s) 23 July 2007 fax response from Pinsent Masons to Walker Morris and fax confirmation sheet;
- t) 17 August 2007 fax from Pinsent Mason to Walker Morris and fax confirmation sheet;
- 40 u) 21 August 2007 fax response from Walker Morris;
- v) 31 August 2007 fax response from Pinsent Masons and fax confirmation sheet;
- 45 w) 22 August 2007 letter from UDL to Paul Douglas;
- x) 4 September 2007 letter from UDL to Paul Douglas;

- y) 4 September 2007 letter from UDL to Paul Douglas;
- z) 11 September 2007 response letter from Walker Morris;
- 5 aa) 14 September 2007 letter from UDL to Walker Morris; and
- bb) 26 September 2007 response letter from Walker Morris.

4. Paul Douglas was initially contacted in September 2005 and requested to execute
10 Powers of Attorney and assignment documents relating to the subject US applications.
Mr. Douglas' response is detailed in his letter of October 2005 in which he states "... *I will take no action in relation to the documents*".

5. In his letter of October 2005 Mr. Douglas requests clarification and instructions
15 "*as to what you require me to do with this documentation*". Pinsent Masons' response
letter of 2 November 2005 clearly identifies what action is required, in particular, the
execution of certain documents by Mr. Douglas. Mr. Douglas' response of 7 November
2005 is a clear indication of his unwillingness to cooperate in the execution of these
documents.

20 6. In his letter of October 2005 Mr. Douglas refers to clause 3 of the assignment of
IPR. This was previously submitted as Exhibit M (agreement between Paul Douglas and
Extec Holdings Limited - 31 August 2005).

25 7. Whilst clause 3 of this agreement does provide that Extec Holdings is to bear the
cost of the execution of "*all documents, forms and authorisations... declarations and
oaths...*" we submit that the '*cost*' demands of Paul Douglas extend beyond the mere
execution of the required documents and question whether there should in fact be any cost
associated with the execution at all.

30 8. In response to Mr. Douglas' request for costs, by letter of 10 November 2005
Pinsent Masons, as appropriate and on behalf of their client, requested details of the costs
that Mr. Douglas has incurred.

35 9. The response letter from Walker Morris (18 November 2005) states the costs
incurred by Mr. Douglas, at this time, were £836.26 comprising £200 for "*collection of
letters from the Post Office*" and £541.50 plus VAT for "*legal advice*". According to the
penultimate paragraph of this letter an indication is given that further legal advice taken by
Mr. Douglas will be charged under the umbrella of '*costs*' according to clause 3 of the
40 assignment agreement identified above.

10. The final piece of correspondence from Walker Morris dated 26 September 2007
confirms that £4096.58 in legal advice has now been incurred by Mr. Douglas and that
these costs are required to be paid under clause 3 of the agreement in order for Mr.
45 Douglas to execute the required documents.

11. The attached chain of correspondence issued to Paul Douglas and Walker Morris
provide clear instructions as to what documents are required to be signed by Paul Douglas.

The assignee's position has been made clear. Mr. Douglas is being unreasonable and uncooperative by demanding 'costs', that can only be regarded as inflated, for what should be a relatively simple and straightforward exercise - the execution of three documents: combined Powers of Attorney and declarations of inventorship. Again, we have provided clear instructions to Mr. Douglas as to what is required of him including an explanation of why he is required to sign the subject documents. In response to this the documents remain unsigned.

12. The cost incurred by the *extensive* legal advice taken by Mr. Douglas, should not be borne by the assignees as clearly this was not the intention of clause 3 of the agreement. That is, common sense would suggest this clause was intended to reimburse Mr Douglas for any expenses incurred executing necessary documents. Such expenses would typically be notarisation and legalisation if required.

13. Clearly this clause was not intended to cover Mr Douglas taking *extensive* legal advice in response to very simple and straightforward requests made of him to sign documents that do not require notarisation or any form of legalisation.

14. The course of action and the resulting extent of '*legal advice*' taken by Paul Douglas is unnecessary and unjustified. The requests made of Mr. Douglas have been clear and therefore the correspondence issued on his behalf by Walker Morris from 2005 has been unnecessary and evidence of an unwillingness to cooperate in the signing of three sets of straightforward documents.


15. It is questionable that legal advice was required at all by Mr Douglas in the signing of Powers of attorney and declarations of inventorship. Mr Douglas has signed a number of identical documents during his employment with Extec acting in his capacity as an executive of the company and inventor. Mr. Douglas was fully aware of his status as inventor on the three captioned US applications. Being reasonably familiar with these documents it is surprising that he required legal advice to sign them.

16. Obviously, the assignees at the time of 31 August 2005 would not have predicted that Mr. Douglas would attempt to use clause 3 of the agreement as legal basis to demand payment for '*legal advice*' covering a period of nearly **two and a half years**. Again, we have requested he signs three sets of documents!

17. It is my opinion Mr Douglas is being uncooperative in executing the required documents as evidenced by the attached correspondence.

I believe that the facts stated in this Witness Statement are true.

I also hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that wilful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 USC 1001 and that such wilful false statements may jeopardise the validity of the application or any patent issued thereon.

5 
.....
Martin Mark Neilson

dated. 06 - feb - 08

Attachment (a)

15 September 2005

Mr Paul Douglas
17 Woodville Road
Hartshorne
Derbyshire
DE11 7ET

ENCLOSURE A

Your ref:

Our ref: WMO/SL/P200424US

Dear Paul

Re: **New US Patent Application based on PCT/GB2004/001185
Crusher With Endless Track Wear Plates
in the name Extec Screens & Crushers Limited**

Extec has instructed us to file national patent in the United States to protect this invention which you made, and which names you as sole inventor.

There are two sets of forms which require your signature please, and then return to us as soon as possible in the enclosed envelope.

Yours sincerely

W M ORR
for Urquhart-Dykes & Lord LLP



Intellectual property

Urquhart-Dykes & Lord LLP
Tower North Central
Merrion Way
Leeds
GB-LS2 8PA

T +44 (0)113 245 2388
F +44 (0)113 243 0446
E email@udl.co.uk
W www.udl.co.uk

Attachment (b)



20 September 2005

Mr Paul Douglas
17 Woodville Road
Hartshorne
Derbyshire
DE11 7ET



Intellectual property

Urquhart-Dykes & Lord LLP
Tower North Central
Merrion Way
Leeds
GB-LS2 8PA

T +44 (0)113 245 2388
F +44 (0)113 243 0446
E email@udl.co.uk
W www.udl.co.uk

Your ref:
Our ref: WMO/SL/P200422US

Dear Paul

Re: **New US Patent Application**
Jaw Crusher With Discharge Assist/Crusher Roller

This is a further case in the name Extec, in which you are named as inventor, and on which we have been instructed to file US patent.

I need to trouble you again with signature please of the enclosed Power Of Attorney and Assignment documents, which please return as soon as possible in the enclosed envelope.

Yours sincerely

W M ORR
for Urquhart-Dykes & Lord LLP

Attachment (c)

Paul Douglas
17 Woodville Road
Hartshorne
Derbyshire

Mr Ian English
Company Secretary
Extec Holdings Limited
The Gatehouse
Hearthcote Road
Swadlincote
Derbyshire
DE11 9DU

Ian

I refer to the message I left with you regarding several letters which have been sent directly to me by Urquhart Dykes and Lord requesting various documents to be signed by me. I requested your instructions as to what you required me to do with this documentation. I have today received a message from a lady from Extec communicating your instructions which were that I should "take legal advice, do nothing or sign the documents".

I found your response to my request very unhelpful. In the light of your instructions I have sought legal advice, which I will be looking to Extec to pay. I have been referred to clause 3 of the Assignment of IPR. Your instructions to "do nothing or to sign the documents" are not clear instructions. I therefore require you to confirm Extec's instructions in writing regarding these documents.

In the meantime, I will take no action in relation to the documents.

Yours sincerely

Paul Douglas

Attachment (d)

Extec gen

Paul Douglas
17 Woodville Road
Hartshorne
DERBYSHIRE

Our Ref 20442493.1/629233.07007

(sent special deliv)

F +44 (0) 113 244 8000

2 November 2005

Dear Mr Douglas

PATTENT ASSIGNMENT AND DECLARATION FORMS

We refer to your undated letter to Ian English of our client, Extec Holdings Limited, regarding various letters to you from Urquhart-Dykes & Lord.

We are responding to your request for clarification of the requests contained on the letters.

The documents sent to you by Urquhart-Dykes & Lord all fall into the category of documents that you agreed to execute, in order to vest in our client full title in the intellectual property rights assigned by you to our client earlier this year.

We understand that instructions in relation to each of the documents were set out clearly in Urquhart-Dykes & Lord covering letters. However, and to avoid any further confusion, we have numbered the four relevant documents, enclose copies of the numbered versions and set out below the specific actions required in relation to each numbered document.

1. DOCUMENT 1

This document confirms your assignment to Extec Screens & Crushers Limited of all rights in relation to the Mobile 3-Part Crusher Assembly.

You need to sign this document in the presence of a witness. Your signature goes at X. The witness's signature and printed name go at Y and Z respectively. You should then insert both the place (i.e. town) and date of your signature at A and B respectively.

2. DOCUMENT 2

This document is required to perfect our client's title to the Mobile 3-Part Crusher Assembly.

3 Colmore Circus Birmingham B4 6BH United Kingdom
T +44 (0)121 200 1050 F +44 (0)121 626 1040 DX 703167 Birmingham 12 www.pinsentmasons.com

LONDON BIRMINGHAM BRISTOL EDINBURGH GLASGOW LEEDS MANCHESTER BRUSSELS HONG KONG SHANGHAI
Alliances in DENMARK DUBAI ESTONIA FRANCE GERMANY INDIA POLAND SPAIN SWEDEN USA

Regulated by The Law Society. A list of partners' names is available for inspection at the above address.



Please sign and date the document on page 2 at X and Y respectively. On page 3 please also sign and then insert the date at X and Y respectively and also insert the place of signature (i.e. the town) at Z.

3. **DOCUMENT 3**

Execution of this document is required to perfect our client's title to the Jaw Crusher. Please sign and date on page 2 at X and Y respectively. Please also sign and date on page 3, again at X and Y respectively and insert the place of signature (i.e. the town) at Z.

4. **DOCUMENT 4**

This final document is required to perfect our client's title in relation to the Jaw Crusher with Discharge Assist/Crusher Roller.

Please sign and date on page 2 at X and Y respectively. Please also sign and date on page 3, again at X and Y respectively and insert the place of signature (i.e. town) at Z.

Please could you provide the original executed documents to us as soon as possible, but in any event within 21 days of the date of this letter (by 23 November 2005)

Finally you also refer to having taken legal advice. We assume that the advice obtained has assisted in providing at least some of the clarification set out above. However, in order to enable our client to consider your request for payment of any costs, please forward a copy of the relevant invoice as well as a copy of a breakdown setting out details of the work undertaken.

We look forward to hearing from you.

Yours faithfully

Attachment (e)

MO

BLASKARAN

- 9 NOV 2005

Pinnent Masons
3 Colmore Circus
Birmingham B4 6BH

Your Ref.

20442443 / 627232

07007

7/Nov/05

As a firm of solicitors I would have expected yourselves to read and understand the agreement referred to in your letter. It is Extec Holdings Ltd that have to make the request referred in your letter hence my original request for clarification from them directly.

Once on my apologies for forgetting to date my letter, however your firm should have to spell.

In another point, you appear to have little faith in 1st class post and are sending our letters by registered post. This is costing me a lot of time retrieving letters from the post office. This cost will be passed on to the company with my other costs.

J. J. J.

TRANSCRIBED COPY OF LETTER DATED 7 NOVEMBER 2005 FROM PAUL DOUGLAS TO
PINSENT MASONS SOLICITORS

As a firm of solicitors I would have expected yourselves to read and understand the agreement referred to in your letter. It is Extec Holdings Limited that have to make the request referred to in your letter hence my original request for clarification from them directly.

Pass on my apologies for forgetting to date my letter, however your firm should learn to spell.

On another point, you appear to have little faith in 1st class post and are sending me letters by registered post. This is costing me a lot of time retrieving letters from the post office. This cost will be passed on to the company with my other costs.

Signed

Attachment (f)

Paul Douglas
17 Woodville Road
Hartshorne
DERBYSHIRE

Our Ref 20442493.1/629233.07007

F +44 (0) 113 244 8000

10 November 2005

Dear Mr Douglas

PATENT ASSIGNMENT AND DECLARATION FORMS

We thank you for your letter dated 7 November 2005.

We apologise for any confusion. Both we, and our client, Extec Holdings Limited, had understood that your request was for clarification of the request, not simply for communication from them direct. We wrote to you on behalf of Extec Holdings Limited, and for this purpose as their agent, which was a valid request under the agreement. However to deal with the point and avoid any further delay we have asked our client to write to you direct to confirm that you should respond to their request as contained in our letter of 2 November.

The request was made by us on behalf of Extec to avoid any breach of the undertakings that you have given (via Maxwell Batley) not to contact specific employees at our client.

Once you receive Extec's letter please respond to our 2 November letter (copy of letter and the enclosures are enclosed) and forward the executed documents to us direct without delay so that any risk to our client arising from the executed documents not having been properly filed can be removed.

As for the costs you claim to have incurred, we repeat our request for details of the costs, including any relevant invoices and breakdowns detailing the work done.

We are using registered post to avoid any risk that the correspondence goes astray.

We look forward to hearing from you.

Yours faithfully

3 Colmore Circus Birmingham B4 6BH United Kingdom
T +44 (0)121 200 1050 F +44 (0)121 626 1040 DX 703167 Birmingham 12 www.pinsentmasons.com

LONDON BIRMINGHAM BRISTOL EDINBURGH GLASGOW LEEDS MANCHESTER BRUSSELS HONG KONG SHANGHAI
Alliances in DENMARK DUBAI ESTONIA FRANCE GERMANY INDIA POLAND SPAIN SWEDEN USA

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Attachment (g)

BY FAX AND DX

Pinsent Masons

Solicitors

DX 703167

BIRMINGHAM



Our ref LOS/GXD/DOU.208-6

Your ref 20442493.1/629233.07007

18 November 2005

Dear Sirs

Patent Assignment and Declaration Forms

We have been instructed by Mr Paul Douglas in relation to your letter to Mr Douglas dated 10 November.

Mr Douglas has instructed us to advise him in relation to this matter which arises from the Sale Agreement (the SPA) and associated documents entered into by Mr Douglas relating to the sale of all of the ordinary shares held by Paul Douglas in Extec Holdings Limited (Extec) on 12 August 2005 and to respond to your letter on his behalf.

We note that in your letter written on behalf of Extec dated 2 November 2005 you requested that our client complete a number of documents pursuant to the terms of the IP Assignment between himself and Extec dated 12 August 2005 (the IP Assignment). Your request followed initial requests from Urquhart-Dykes & Lord which also purported to be valid requests under the terms of the IP Assignment.

You state in your letter of 10 November that you had written to our client as agent for Extec "to avoid any breach of the undertakings that [Mr Douglas has] given (via Maxwell Batley) not to contact specific employees at our client". We do not understand your comments in this regard. The undertakings given by Mr Douglas ceased on the signing of the SPA as a result of the release provisions and therefore have no effect. Accordingly, there is no reason why you should write on behalf of Extec. However, we note that Extec has now made the request directly and we deal with this below.

We confirm that our client is willing to honour the terms of the IP Assignment. However, before he can do so the queries below must be dealt with.

- 1 In your letter of 2 November 2005 you state that our client is to return "original" documents to you as soon as possible. However, the attachments to that letter are clearly photocopies. However, Extec's request is for our client to sign the copy documents provided by your firm rather than the originals which were provided by Urquhart Dyke's and Lord. Accordingly, it is not clear what Extec is asking our client to sign and return.
- 2 The documents that have been sent to our client do not reflect the terms of the IP Assignment which contain all of terms agreed between our respective clients in relation to this matter. It appears that you are attempting to make our client responsible for costs he did not agree to be responsible for. We refer you to the Confirmatory Assignment – Canada document as an example of this where it states that our client is to provide:

"at no charge other than reasonable expenses, all assistance that may be required to obtain any patents for our invention including providing any information or documents reasonably required to obtain or defend any patent...."

This does not reflect the IP Assignment which states at Clause 3 that:

"PD hereby covenants with Holdings that he will, at the cost of Holdings, execute all documents, forms and authorisations and do all things and will cause all necessary declarations and oaths to be made which may be requested by Holdings....."

- 3 All of the documents to be executed by our client must be amended to accord exactly with the terms of the IP Assignment before they can be signed. Please forward amended copies of all documents and confirm exactly how you wish our client to deal with them.
- 4 We require your confirmation that you will be responsible for all of our client's costs in this matter as provided for in Clause 3 of the IP Assignment. We confirm that to date these costs are as follows:

Collection of letters from Post Office at hourly rate of £200 per hour	£200.00
Legal advice	£541.50 plus VAT of 94.76

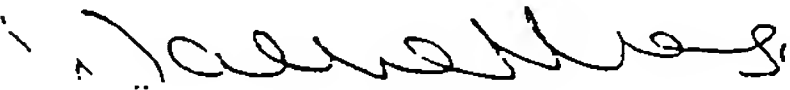
Accordingly, we await the following:

- 1 Amended copies of all documents along with clear instructions as to how you wish our client to deal with the same; and
- 2 Payment of the sum of £836.26 pursuant to Clause 3 of the IP Assignment. Details of any further costs will be confirmed to you in due course and our client's position is reserved in this regard.

In light of the above queries, it will be apparent to you that our client cannot comply with the deadline in your letter of 2 November 2005, but we confirm that he will deal with the matter as soon as possible when you have fulfilled the requests contained in this letter.

We await hearing from you.

Yours faithfully



WALKER MORRIS

Attachment (h)

WALKER
MORRIS



Kings Court, 12 King Street, Leeds LS1 2HL. Tel 0113 283 2500
Fax 0113 245 9412 Document Exchange 12051 Leeds 24
E-mail los@walkermorris.co.uk Web: www.walkermorris.co.uk

BY FAX AND DX
Pinsent Masons Solicitors
DX 703167
Birmingham 12

Our ref LOS/ERT/DOU.208-6

6 December 2005.

Dear Sirs

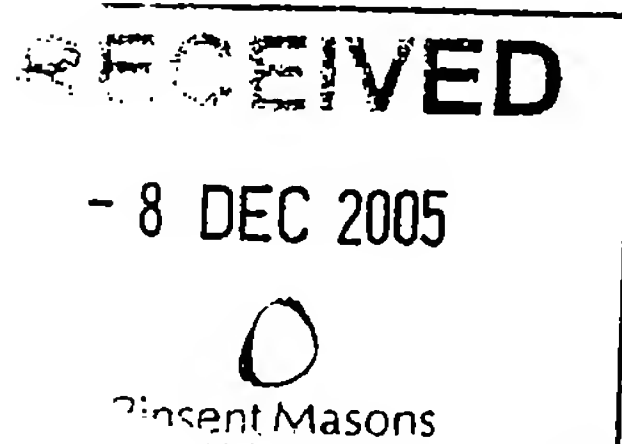
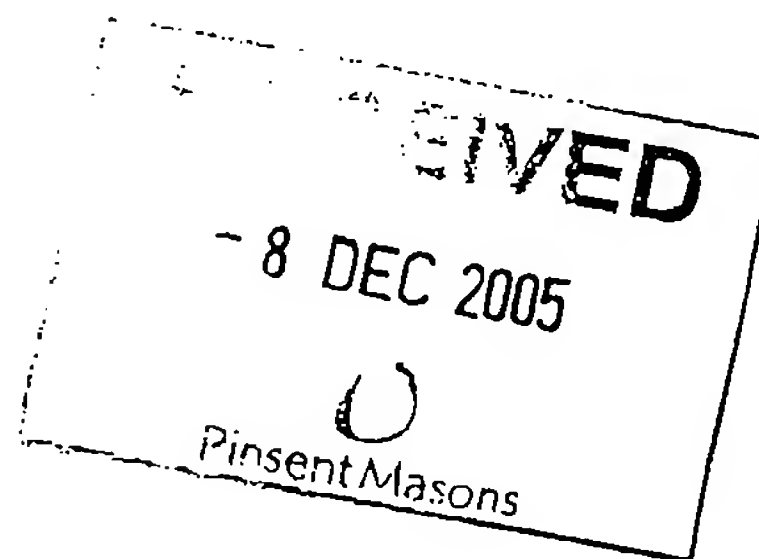
Patent Assignment and Declaraiton Form

We refer to our letter of 18 November 2005.

We note that we have heard no further from you in relation to the IP Assignment. We had understood that your client wanted to complete this matter as soon as possible. Accordingly, we await hearing from you as soon as possible.

Yours faithfully


WALKER MORRIS



Attachment (i)

BY FAX AND DX

Walker Morris
DX12051
Leeds 24

Your ref: LOS/MAS/DOU.208-6
Our Ref 20\20483322.1\MOB\630234.07000

9 January 2006

Dear Sirs

PATENT ASSIGNMENT FORMS

We thank you for your letters dated 6 November and 18 December 2005.

We apologise for the delay in responding. We have been seeking to identify whether the standard forms that you referred to in your original letter can be amended. We have not yet concluded whether this can be done.

However we would ask your client to execute the documents forthwith in any event. This is firstly on the basis that the documents are all standard forms and that all of the signatures requested are to execute documents pursuant to your client's obligations under the IP assignment deed that contains your client's right to recover costs. Further, none of the documents are to be executed as a deed and therefore none of them could have the effect of varying the IP assignment deed nor could they prejudice your client's right to recover costs under it.

Dealing with the numbered queries in your letter we would therefore comment as follows:

1. To clarify, the **original** documents that we would like returned are the copies showing your client's original signature. Both we and our client referred to the documents sent by ourselves because your client had requested clarification of what he needed to do with the documents and the documents that we sent (unlike those sent by Urquharts) were cross-referenced to the explanatory notes in our letter.
2. See above. The signatures requested do not purport to, and do not in fact, vary the deed of assignment. Therefore your client's right to recover costs pursuant to the deed is not prejudiced. From reviewing the documents the Confirmatory Assignment - Canada appears to be the only document that refers to costs at all.
3. See above. The amendments requested appear to extend only to the above document, but are unnecessary for the reasons stated above.

1 Park Row Leeds LS1 5AB United Kingdom
T +44 (0)113 244 5000 F +44 (0)113 244 8000 DX 26440 Leeds 28 www.pinsentmasons.com

LONDON BIRMINGHAM BRISTOL EDINBURGH GLASGOW LEEDS MANCHESTER BRUSSELS HONG KONG SHANGHAI
ALLIANCES IN DENMARK DUBAI ESTONIA FRANCE GERMANY INDIA POLAND SPAIN SWEDEN USA

Regulated by The Law Society. A list of partners' names is available for inspection at the above address.

4. Please explain in detail on what basis your client is seeking to impose an hourly rate of £200 and on what basis use of this rate represents costs of your client in collecting post from the Post Office. Please also clarify why VAT is payable and provide the relevant VAT registration number. Please also explain what the further £200 (providing your total of £836.26) relates to.

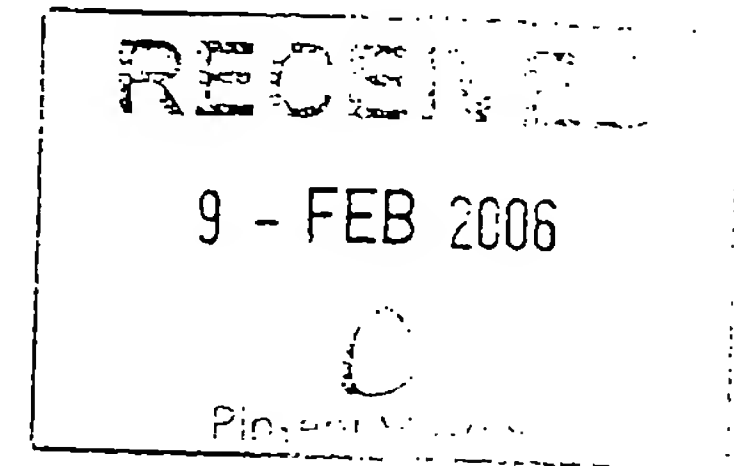
We look forward to hearing from you.

Yours faithfully

Attachment (j)



Kings Court, 12 King Street, Leeds LS1 2HL. Tel 0113 283 2500
Fax 0113 245 9412 Document Exchange 12051 Leeds 24
E-mail los@walkermorris.co.uk Web: www.walkermorris.co.uk



BY FAX AND DX
Pinsent Masons
DX 26440
LEEDS 28

Our ref LOS/GXD/DOU.208-5

Your ref
20\20483322.1\MOB\630234.07000

8 February 2006

Dear Sirs

Patent Assignment Forms

We refer to your letter of 9 January 2006.

In our letter of 18 December 2005 we made it clear that we required the patent assignment forms to accord with the terms of the IP Assignment between Mr Paul Douglas and Extec dated 12 August 2005 (the **IP Assignment**). We asked that you amend the documents to reflect the IP Assignment and forward them to us for signature by our client. You have not provided the amended documents for two reasons which we comment upon as follows:

- 1 You say that the documents are "standard forms". They appear to be your firm's preferred form, beyond this we do not know what point you are making. You also say that you have "not yet concluded" whether the standard forms can be amended. We see no reason why they cannot and renew our request for amended documentation to finalise this matter.
- 2 You also say that our client can execute the documents in any event because "none of the documents are to be executed as a deed and therefore none of them could have the effect of varying the IP assignment deed nor could they prejudice your client's right to recover costs under it". This statement is not accurate and we refer you to paragraph 1-094 of Chitty on Contracts, 29th Edition.

In relation to your queries regarding our client's costs we would comment as follows:

- 3 You will note that the VAT relates to the costs our client is liable to pay this firm not to his own time.
- 4 With regard to our client's costs the £200 refers to the time he has spent collecting letters from the post office which he could have spent being more gainfully employed.
- 5 The sum of £836.26 is the total of the sums set out at paragraph 4 of page 2 of our letter of 18 November 2005 and we do not understand your comment in the final sentence of point 4 of your letter.

Our client's costs incurred in the writing of this letter will also be confirmed to you as payable by Extec in due course.

Please can you now forward an amended complete set of documents along with a cheque in the sum of £836.26 pursuant to Clause 3 of the IP Assignment so that this matter can be concluded without further costs being incurred.

Yours faithfully



WALKER MORRIS



Attachment (k)

124
31 October 2006
RECORDED DELIVERY

Mr Paul Douglas
17 Woodville Road
Hartshorne
Derbyshire
DE11 7ET

Urquhart-Dykes & Lord LLP
Tower North Central
Merrion Way
Leeds
GB-LS2 8PA

T +44 (0)113 245 2388
F +44 (0)113 243 0446
E email@udl.co.uk
W www.udl.co.uk

Your ref:
Our ref: WMO/SL/P200452US

Dear Paul

**Re: US Patent Applications Naming Paul Douglas
As Inventor Or Co-inventor**

As you will know, Extec has instructed us to apply for a number of US patent applications, in which you have been named as inventor or co-inventor. These cases relate to the time when you were an executive officer of the company, and specifically in charge of technical development of new products.

By virtue of your contract of employment, and the nature of your employment, it is fully settled UK employment law that all inventions made by you during the course of your employment are the property of your employer, namely Extec Screens & Crushers Limited.

Furthermore, as part of your termination agreement when you left employment of Extec, you clearly undertook to cooperate with Extec in signing any inventor forms which may be required.

We have sent numerous sets of forms to you for signature, plus many reminders, but none of these have been returned to us completed. We have informed the US Patent Office of your non-cooperation, but they are insisting that we give you every opportunity to sign in your capacity as named inventor, and we are therefore required to ask you yet again whether you will cooperate with us on this matter.

I am therefore now forwarding three further sets of inventor declaration and assignment forms, in respect of the following three cases listed below:

1. Crusher Slew Feeder - New US Patent Application based on International application No. PCT/GB2005/001411;
2. Mobile 3-part Crusher Assembly - US Application Serial No. 10/525,581; and
3. Crusher With Endless Track Wear Plates - US Application Serial No. 10/550,036.

If you remain unwilling to cooperate, I will be obliged to continue to seek your cooperation, and no doubt send many more reminder letters and additional sets of forms. To avoid you being troubled with all of this, if you remain of the view that you will not cooperate, perhaps you could kindly indicate as such on an additional copy of this letter, on which I have typed

out as an additional clause, your indication of unwillingness to cooperate in the matter, and a place for you to sign and date, and then to return to us. If this is done, then I will not need to trouble you any further, and I believe this will be sufficient for the purposes of the US Patent Office.

Kind regards

Yours sincerely

W M ORR
for Urquhart-Dykes & Lord LLP

I, Paul Douglas confirm having received this letter, and that I am not willing to sign the inventor declaration and assignment forms naming me as inventor on the three cases identified above.

.....
Paul Douglas

.....
Date

Attachment (1)

(2)



14 November 2006
RECORDED DELIVERY

Mr Paul Douglas
17 Woodville Road
Hartshorne
Derbyshire
DE11 7ET

Urquhart-Dykes & Lord LLP
Tower North Central
Merrion Way
Leeds
GB-LS2 8PA

T +44 (0)113 245 2388
F +44 (0)113 243 0446
E email@udl.co.uk
W www.udl.co.uk

Your ref:
Our ref: WMO/SL/P200452US

Dear Paul

Re: **US Patent Applications Naming Paul Douglas
As Inventor Or Co-inventor**

**PLEASE SEE ATTACHED SECOND COPY FOR
YOU TO SIGN AND RETURN TO US**

As you will know, Extec has instructed us to apply for a number of US patent applications, in which you have been named as inventor or co-inventor. These cases relate to the time when you were an executive officer of the company, and specifically in charge of technical development of new products.

By virtue of your contract of employment, and the nature of your employment, it is fully settled UK employment law that all inventions made by you during the course of your employment are the property of your employer, namely Extec Screens & Crushers Limited.

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We have sent numerous sets of forms to you for signature, plus many reminders, but none of these have been returned to us completed. We have informed the US Patent Office of your non-cooperation, but they are insisting that we give you every opportunity to sign in your capacity as named inventor, and we are therefore required to ask you yet again whether you will cooperate with us on this matter.

I am therefore now forwarding three further sets of inventor declaration and assignment forms, in respect of the following three cases listed below:

1. Crusher Slew Feeder - New US Patent Application based on International application No. PCT/GB2005/001411;
2. Mobile 3-part Crusher Assembly - US Application Serial No. 10/525,581; and
3. Crusher With Endless Track Wear Plates - US Application Serial No. 10/550,036.

If you remain unwilling to cooperate, I will be obliged to continue to seek your cooperation, and no doubt send many more reminder letters and additional sets of forms. To avoid you being troubled with all of this, if you remain of the view that you will not cooperate, perhaps you could kindly indicate as such on an additional copy of this letter, on which I have typed

out as an additional clause, your indication of unwillingness to cooperate in the matter, and a place for you to sign and date, and then to return to us. If this is done, then I will not need to trouble you any further, and I believe this will be sufficient for the purposes of the US Patent Office.

Kind regards

Yours sincerely

W M ORR
for Urquhart-Dykes & Lord LLP

I, Paul Douglas confirm having received this letter, and that I am not willing to sign the inventor declaration and assignment forms naming me as inventor on the three cases identified above.

.....
Paul Douglas

.....
Date

Attachment (m)

28 November 2006

Registered Post

Mr Paul Douglas
17 Woodville Road
Hartshorne
Derbyshire
DE11 7ET


Urquhart-Dykes & Lord LLP
Tower North Central
Merrion Way
Leeds
GB-LS2 8PA

T +44 (0)113 245 2388
F +44 (0)113 243 0446
E email@udl.co.uk
W www.udl.co.uk

Your ref:

Our ref: WMO/MPW/P200452US

Dear Paul

Enclosure 

Re: US Patent Applications Naming Paul Douglas as Inventor or Co-inventor

I enclose a further copy of my letter of 14 November 2006, and would ask you please to sign this letter on page 2 and return to me as soon as possible. This signature is required by the US Patent Office, to confirm that you are not willing to sign the inventor Declaration and Assignment forms, and if you would please do this, I will not need to trouble you any further.

I am also obliged by the US Patent Office to forward copies to you of the three basic PCT cases on which the US filings were made, and therefore these are also forwarded herewith for your information. These are the cases "Crusher Slew Feeder", "Mobile 3-Part Crusher Assembly" and "Crusher with Endless Track Wear Plates", which were filed when you were still an employee of Extec, and on which Extec have instructed me to file corresponding US patents.

Yours sincerely

W M ORR
for Urquhart-Dykes & Lord LLP

Enc.

Attachment (n)



Kings Court, 12 King Street, Leeds, LS1 2HL. Tel 0113 283 2500.
 Fax 0113 245 9412. Document Exchange 12051 Leeds 24.
 E-mail los@walkermorris.co.uk Web: www.walkermorris.co.uk

FACSIMILE TRANSMISSION

To:	William Orr	From:	Lynsey Smith
At:	Urquhart-Dykes & Lord	Date:	28 November 2006
Fax:	0113 243 0446	Page 1 of	1
Telephone:		Matter N°:	
Copy To:	Mohan Baskharan	At:	Pinsent Masons
Fax:	0113 244 8000		

Private and Confidential

This facsimile may contain information that is privileged, confidential or otherwise protected from disclosure. It must not be used by, or its contents copied or disclosed to, persons other than the addressee. If you have received this facsimile in error please notify us immediately by telephone at the number listed above and return it to us by mail. We will reimburse postage.

Extec Holdings Limited (the "Company")

We act on behalf of Paul Douglas, a former director and shareholder of the Company.

We understand that you recently wrote to our client in relation to patent assignments and declarations.

We have been instructed to act on behalf of our client in relation to the patent assignments and declarations for approximately a year and have been in correspondence with Pinsent Masons, Solicitors for the Company. Your client is well aware of our interest in this matter even if you are not. Any and all correspondence in relation to this matter should be sent directly to this firm and not to our client.

Our client posted the letter you sent to him to us over a week ago, but unfortunately the letter has gone missing in the post and we have not had sight of the same. Please provide a copy of the letter you sent to our client by return of fax so that we can respond to it.

You may be aware that we have been waiting for a response from Pinsent Masons to issues we raised in relation to the contents of the assignments and declarations sought for over 9 months (our last letter to them being dated 8 February 2006). We confirm to you, as we have previously to the Company through Pinsent Masons, that our client is willing to comply with his contractual obligations as soon as the queries we have raised are dealt with. Despite this, we have heard nothing further.

We await hearing from you.

Yours faithfully

WALKER MORRIS

Attachment (o)



13th March 2007
BY SPECIAL DELIVERY

Mr Paul Douglas
17 Woodville Road
Hartshorne
Derbyshire
DE11 7ET



Intellectual property

Urquhart-Dykes & Lord LLP
Tower North Central
Merrion Way
Leeds
GB-LS2 8PA

T +44 (0)113 245 2388
F +44 (0)113 243 0446
E email@udl.co.uk
W www.udl.co.uk

Your ref:
Our ref: WMO/SL/P200422US

Dear Paul

Re: **US Patent Application Serial No. 10/550,035**
based on International Patent Application No. PCT/GB2004/001183
Jaw Crusher With Discharge Assist/Crusher Roller

This International patent application was filed in the name of Extec Screens & Crushers Limited, when you were still contractually employed by the company.

Subsequent to your leaving the company, Extec Screens & Crushers Limited have instructed me to file a national US patent application, based on the International patent application.

To date, you have not been willing to sign necessary inventor declaration forms, in support of the US patent application, and I have been required by the US Patent Office to ensure that you are fully aware of the precise case on which you have been unwilling to sign the patent forms.

I am therefore required to forward to you a copy of the published International patent application papers, to clearly identify the case, and at the same time send you a further set of forms for you to sign please.

I am sorry to trouble you with these tedious formalities, but this is required of us by the US Patent Office, and who require me to provide proof that I have given you all necessary information about this, and hence why this letter and attached documents have to be forwarded to you by Special Delivery.

If I do not have any reply from you, I will assume that you remain unwilling to complete the forms, and will inform the US Patent Office accordingly.

Yours sincerely

W M ORR
for Urquhart-Dykes & Lord LLP



27 February 2007 ~ 13th March 2007
BY SPECIAL DELIVERY

Mr Paul Douglas
17 Woodville Road
Hartshorne
Derbyshire
DE11 7ET

Urquhart-Dykes & Lord LLP
Tower North Central
Merrion Way
Leeds
GB-LS2 8PA

T +44 (0)113 245 2388
F +44 (0)113 243 0446
E email@udl.co.uk
W www.udl.co.uk

Your ref:
Our ref: WMO/SL/P200422US

Dear Paul

**Re: US Patent Application Serial No. 10/550,035
based on International Patent Application No. PCT/GB2004/001183
Jaw Crusher With Discharge Assist/Crusher Roller**

This International patent application was filed in the name of Extec Screens & Crushers Limited, when you were still contractually employed by the company.

Subsequent to your leaving the company, Extec Screens & Crushers Limited have instructed me to file a national US patent application, based on the International patent application.

To date, you have not been willing to sign necessary inventor declaration forms, in support of the US patent application, and I have been required by the US Patent Office to ensure that you are fully aware of the precise case on which you have been unwilling to sign the patent forms.

I am therefore required to forward to you a copy of the published International patent application papers, to clearly identify the case, and at the same time send you a further set of forms for you to sign please.

I am sorry to trouble you with these tedious formalities, but this is required of us by the US Patent Office, and who require me to provide proof that I have given you all necessary information about this, and hence why this letter and attached documents have to be forwarded to you by Special Delivery.

If I do not have any reply from you, I will assume that you remain unwilling to complete the forms, and will inform the US Patent Office accordingly.

Yours sincerely

W M ORR
for Urquhart-Dykes & Lord LLP

Attachment (p)

WALKER
MORRIS

Kings Court, 12 King Street, Leeds LS1 2HL. Tel 0113 283 2500
 Fax 0113 245 9412 Document Exchange 12051 Leeds 24
 E-mail los@walkermorris.co.uk Web: www.walkermorris.co.uk

BY FAX AND DX

Stuart Chapman/Mohan Baskharan
 Pinsent Masons
 Solicitors
 DX26440
 LEEDS 28

Our ref LOS/GXD/DOU.208-6

Your ref
 20\20803887.1\MOB\629233.07007

4 May 2007

Dear Sirs

Agreement dated 31 August 2005 (the "Agreement") for the sale and purchase of all of the ordinary shares and B ordinary shares held by Paul Douglas, Dermot Douglas and Colin Douglas (the "Sellers") in Extec Holdings Limited (the "Company")

We refer to our previous correspondence in relation to the Patent issue:

- 1 We refer to our letter of you, dated 8 February 2006 in relation to your client's request for our client, Paul Douglas, to sign patent assignment forms pursuant to the terms of the Agreement. In that letter we asked that you make a simple amendment to the forms provided for this purpose to ensure that they reflect the wording of the Agreement. We have never received a response to this letter, despite having made it clear that our client is more than willing to comply with the terms of the Agreement and the IP Assignment.
- 2 Our client then received correspondence from Urquhart-Dykes & Lord in relation to the IP Assignment which he sent to this firm, but which unfortunately went missing in the post. We enclose a copy of our fax dated 28 November 2006 to Urquhart-Dykes & Lord requesting a copy of that correspondence so that we could respond on our client's behalf. We also referred that firm to our correspondence with you and to the outstanding points our letter of 8 February 2006 and confirming once again that our clients is willing to comply with the Agreement. That letter was also copied to your firm. However, despite chasing a response, we again then heard nothing further.
- 3 Our client has now received two copies of the same letter from Urquhart-Dykes & Lord (one dated 27 February 2007 and a further copy sent by special delivery on 13 March 2007) in relation to a US patent application. This letter implies that our client is "unwilling to sign the patent forms." This is a blatant misrepresentation of the position and we require that you provide copies of all information that has been sent by your client or on your client's behalf to the US Patent Office alleging this. In circumstances where all our client has done is to ask that the Company comply with its obligations under the Agreement and the IP Assignment, but his request has been ignored by the Company such statements are untrue.
- 4 We do not understand the position your client has adopted in relation to what ought to be a straightforward matter. We are copying this letter to Urquhart-Dykes & Lord and require that we receive a response from the Company by return. We confirm, yet again, that our client is willing to complete any document as required by the Agreement and the IP Assignment provided only that it complies with those documents and his costs are paid (again, in accordance with those documents).



Stuart Chapman/Mohan Baskharan

4 May 2007

Page 2

5 Our client has now received the enclosed letter from the US Patent Office in relation to an application. Please confirm the position by return.

We await hearing from you by the end of 18 May 2007.

Yours faithfully

WALKER MORRIS

Attachment (q)



Kings Court, 12 King Street, Leeds, LS1 2HL. Tel 0113 283 2500.
 Fax 0113 245 9412. Document Exchange 12051 Leeds 24.
 E-mail los@walkermorris.co.uk Web: www.walkermorris.co.uk

FACSIMILE TRANSMISSION

To: William Orr
From: Lynsey Smith
At: Urquhart-Dykes & Lord
Date: 4 May 2007
Fax: 0113 243 0446
Page 1 of 4
Telephone: **Matter N^o.**

Private and Confidential

This facsimile may contain information that is privileged, confidential or otherwise protected from disclosure. It must not be used by, or its contents copied or disclosed to, persons other than the addressee. If you have received this facsimile in error please notify us immediately by telephone at the number listed above and return it to us by mail. We will reimburse postage.

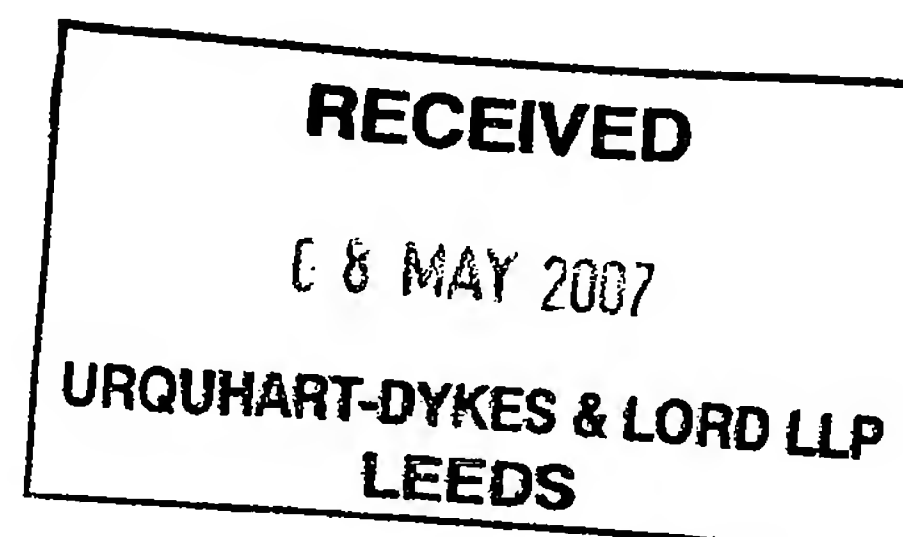
Extec Holdings Limited (the "Company")

We act on behalf of Paul Douglas and refer to your letters to our client dated 27 February 2007 and 13 March 2007.

As you are aware from our letter to you dated 28 November 2006 that we are instructed to act on behalf of our client in relation to this matter and correspondence should be directed to this firm. We enclose a letter we have today sent to Pinsent Masons Solicitors who, as you are aware, act on behalf of the Company. We require a response from your client on the matters set out in that letter by the end of 18 May 2007 (whether from your firm or Pinsent Masons).

Yours faithfully

WALKER MORRIS



Attachment (r)



Pinsent Masons

FAX

TO	Please see reference	FAX NO. 0113 2459412
----	----------------------	----------------------

COMPANY	Walker Morris Solicitors	TEL NO.
---------	--------------------------	---------

FROM	Pinsent Masons	DDI 0113 225 5456
------	----------------	-------------------

FAX NO.

SUBJECT	Your Client: Paul Douglas Our Client: Extec Holdings Limited
---------	---

NO. OF PAGES (INCLUDING ANY
ENCLOSURES) 1

This fax transmission is intended for the addressee only. It is private, confidential and may be covered by legal professional privilege or other legal or attorney/client privilege. If you have received this fax in error, please notify us immediately by telephone or fax and return it to us in the post

18 May 2007

Your ref LS/LXE/DOU 208-6
Our ref 20\21254347.1\MOB\629233.0700
7

Dear Sirs

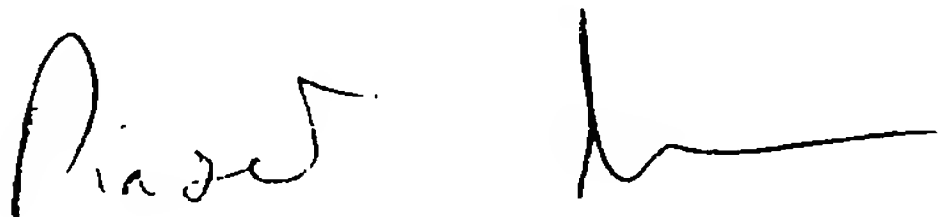
We thank you for your letter dated 4 May 2007 which we received by fax.

The faxed copy did not include the correspondence that you had indicated was enclosed, and therefore we had been waiting for the hard copy.

The hard copy arrived this morning but does not include all of the named enclosures, specifically your letter to Urquhart-Dykes & Lord of 28 November 2006

We should be grateful if you would forward a copy of that enclosure to us as soon as possible so we may respond.

Yours faithfully



1 Park Row Leeds LS1 5AB United Kingdom

T +44 (0)113 244 5000 F +44 (0)113 244 8000 DX 26440 Leeds 28 www.pinsentmasons.com

LONDON BIRMINGHAM BRISTOL EDINBURGH GLASGOW LEEDS MANCHESTER BEIJING BRUSSELS DUBAI HONG KONG SHANGHAI

Regulated by The Law Society. A list of partners' names is available for inspection at the above address.

MESSAGE CONFIRMATION

18/05/2007 10:25
ID=PINSENT MASONS

DATE	S.R-TIME	DISTANT STATION ID	MODE	PAGES	RESULT
18/05	00'26"	Walker Morris	TX	001	OK 0000

18/05/2007 10:24 PINSENT MASONS → 901132459412

NO.453 0001



FAX

TO	Please see reference	FAX NO. 0113 2459412
----	----------------------	----------------------

COMPANY	Walker Morris Solicitors	TEL NO.
---------	--------------------------	---------

FROM	Pinsent Masons	DDI 0113 225 5456
------	----------------	-------------------

FAX NO.

SUBJECT	Your Client: Paul Douglas
	Our Client: Extec Holdings Limited

NO. OF PAGES (INCLUDING ANY
ENCLOSURES) 1

This fax transmission is intended for the addressee only. It is private, confidential and may be covered by legal professional privilege or other legal or attorney/client privilege. If you have received this fax in error, please notify us immediately by telephone or fax and return it to us in the post.

18 May 2007

Your ref LS/LXE/DOU 208-6
Our ref 20\21254347.1\MOB\629233.0700

Attachment (s)



Pinsent Masons

FAX

TO Lynsey Smith

FAX NO. 0113 2459412

COMPANY Walker Morris

TEL NO.

FROM Mo Bhaskaran

DDI

SUBJECT Patent assignments – Paul Douglas

NO. OF PAGES (INCLUDING ANY
ENCLOSURES)

This fax transmission is intended for the addressee only. It is private, confidential and may be covered by legal professional privilege or other legal or attorney/client privilege. If you have received this fax in error, please notify us immediately by telephone or fax and return it to us in the post.

23 July 2007

Your ref LOS

Our ref 20\21356321.1\MOB\629233.0700

7

Dear Sirs

We refer to our fax of 18 May 2007.

We had been waiting to hear from you further. However in light of your indication that Mr Douglas is prepared to co-operate we have now had further discussions with Urquhart Dykes & Lord who have indicated that it may be possible to amend the relevant assignments to make specific reference to your client's right to recover reasonable expenses pursuant to the earlier deed (as per your earlier request).

For each of the three applications our client is making (numbers 10/550,045; 10/550,036 and 11568,305) there are two documents for signature, (1) the declaration and power of attorney which needs executing on page 2; and (2) the assignment, which needs executing before a notary public. The latter contains reference to nominal consideration (\$1) but we have amended this to ensure that it identifies Mr Douglas' rights under the 2005 IPR Assignment agreement. Copies are attached.

In order that we can now try to conclude this matter quickly can you please, by return, (a) confirm that these documents are now in a form that Mr Douglas is prepared to sign; and (b) confirm what costs he has and will incur. If the documents are agreed we will forward hard copy documents for execution. If costs can be agreed we would suggest (subject to instructions) payment of them into escrow pending receipt of the executed documents. However we should note that in order to conclude this matter along the above lines we will need the executed documents from your client within the next 4 weeks, therefore we look forward to hearing from you as soon as possible.

Yours faithfully

1 Park Row Leeds LS1 5AB United Kingdom

T +44 (0)113 244 5000 F +44 (0)113 244 8000 DX 26440 Leeds 28 www.pinsentmasons.com

LONDON BIRMINGHAM BRISTOL EDINBURGH GLASGOW LEEDS MANCHESTER BEIJING BRUSSELS DUBAI HONG KONG SHANGHAI

Regulated by The Law Society. A list of partners' names is available for inspection at the above address.



An international group of law firms

MESSAGE CONFIRMATION

03/08/2007 10:26

ID=PINSENT MASONS

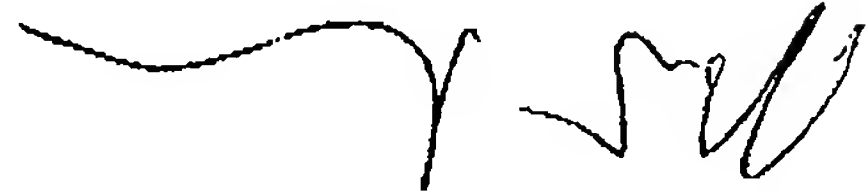
DATE	S.R-TIME	DISTANT STATION ID	MODE	PAGES	RESULT	
03/08	04'35"	Walker Morris	TX	013	OK	0000

03/08/2007 10:21 PINSENT MASONS → 901132459412

NO.015 0001

An international group of law firms

1 Park Row Leeds LS1 5AB United Kingdom
T +44 (0)113 244 5000 F +44 (0)113 244 8000 DX 26440 Leeds 28 www.pinsentmasons.com
Regulated by The Law Society. A list of partner names is available for inspection at the above address.
LONDON BIRMINGHAM BRISTOL EDINBURGH GLASGOW LEEDS MANCHESTER PEKING BRUSSELS DUBAI HONG KONG SHANGHAI



Yours faithfully

Lord who have indicated that it may be possible to amend the relevant assignments to make specific reference to your client's right to recover reasonable expenses pursuant to the earlier deed (as per your earlier request).

For each of the three applications our client is making (numbers 10/550,045, 10/550,036 and 11568,305) there are two documents for signature, (1) the declaration and power of attorney which needs executing on page 2; and (2) the assignment, which needs executing before a notary public. The latter contains reference to nominal consideration (\$1) but we have amended this to ensure that it identifies Mr Douglas' rights under the 2005 IPR Assignment agreement. Copies are attached.

In order that we can now try to conclude this matter quickly can you please, by return, (a) confirm that these documents are now in a form that Mr Douglas is prepared to sign; and (b) confirm what costs he has and will incur, if the documents are agreed we will forward hard copy documents for execution. If costs can be agreed we would suggest (subject to instructions) payment of them into escrow pending receipt of the executed documents. However we should note that in order to conclude this matter along the above lines we will need the executed documents from your client within the next 4 weeks, therefore we look forward to hearing from you as soon as possible.

Attachment (t)



Pinsent Masons

FAX

TO Lynsey Smith

FAX NO. 0113 2459412

COMPANY Walker Morris

TEL NO.

FROM Mo Bhaskaran

DDI

SUBJECT Patent assignments – Paul Douglas

NO. OF PAGES (INCLUDING ANY
ENCLOSURES)

This fax transmission is intended for the addressee only. It is private, confidential and may be covered by legal professional privilege or other legal or attorney/client privilege. If you have received this fax in error, please notify us immediately by telephone or fax and return it to us in the post.

17 August 2007

Your ref LOS

Our ref 20\21409470.1\MOB\629233.0700
7

Dear Sirs

We refer to our fax of 23 July.

We have had no response. If you client intends to assist within the timescale set out we will need to hear from you shortly. If not then our client will proceed with the alternative procedure available.

Yours faithfully

1 Park Row Leeds LS1 5AB United Kingdom

T +44 (0)113 244 5000 F +44 (0)113 244 8000 DX 26440 Leeds 28 www.pinsentmasons.com

LONDON BIRMINGHAM BRISTOL EDINBURGH GLASGOW LEEDS MANCHESTER BEIJING BRUSSELS DUBAI HONG KONG SHANGHAI

Regulated by The Law Society. A list of partners' names is available for inspection at the above address.



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MESSAGE CONFIRMATION

17/08/2007 10:57
ID=PINSENT MASONS

DATE	S,R-TIME	DISTANT STATION ID	MODE	PAGES	RESULT
17/08	00'38"	Walker Morris	TX	001	OK 0000

17/08/2007 10:56 PINSENT MASONS → 901132459412 NO.130 0001

An international group of law firms

1 Park Row Leeds LS1 5AB United Kingdom
T +44 (0)113 244 5000 F +44 (0)113 244 8000 DX 26440 Leeds 28 www.pinsentmasons.com
LONDON BIRMINGHAM BRISTOL EDINBURGH GLASGOW LEEDS MANCHESTER BEIJING BRUSSELS DUBAI HONG KONG SHANGHAI
Regulated by The Law Society. A list of partners' names is available for inspection at the above address.

Yours faithfully

available.

need to hear from you early if not ready

Attachment (u)

**WALKER
MORRIS**

Kings Court, 12 King Street, Leeds, LS1 2HL. Tel 0113 283 2500.
Fax 0113 245 9412. Document Exchange 12051 Leeds 24.
Email lynsey.smith@walkermorris.co.uk Web: www.walkermorris.co.uk

FACSIMILE TRANSMISSION

To:	Mo Bhaskaran	From:	Lynsey Smith
At:	Pinsent Masons	Date:	21 August 2007
Fax:	0113 244 8000	Page 1 of	1
Telephone:	0113 244 5000	Matter N^o.	

Private and Confidential

This facsimile may contain information that is privileged, confidential or otherwise protected from disclosure. It must not be used by, or its contents copied or disclosed to, persons other than the addressee. If you have received this facsimile in error please notify us immediately by telephone at the number listed above and return it to us by mail. We will reimburse postage.

Patent Assignments - Paul Douglas

We refer to your fax of 17 August 2007 which refers to you fax of 23 July 2007. We assume that this is a reference to your fax of 3 August 2007 in relation to which we confirm we are seeking our client's instructions. If this is not the case, please confirm.

We will revert to you shortly. However, we note your reference in your letter of 3 August 2007 to a fax of 18 May 2007. It does not appear from our file that we received this earlier fax and should be grateful if you would forward a further copy to us by return.

Yours faithfully


WALKER MORRIS

Attachment (v)



Pinsent Masons

FAX

TO Lynsey Smith

FAX NO. 0113 2459412

COMPANY Walker Morris Solicitors

TEL NO.

FROM Pinsent Masons

FAX NO.

SUBJECT Your Client: Paul Douglas

NO. OF PAGES (INCLUDING ANY ENCLOSURES)

3

Our Client: Extec Holdings Limited

This fax transmission is intended for the addressee only. It is private, confidential and may be covered by legal professional privilege or other legal or attorney/client privilege. If you have received this fax in error, please notify us immediately by telephone or fax and return it to us in the post.

31 August 2007

Your ref LS/LXE/DOU 208-6

Our ref 20'21254347.1\MOB\629233.0700

7

Dear Sirs

We thank you for your fax dated 21 August 2007. We apologise for not responding straight away to your request but the writer was out of the office.

Your first paragraph is correct.

With reference to the second paragraph, we enclose our fax of 18 May, together with the fax transmission confirmation.

Yours faithfully

1 Park Row Leeds LS1 5AB United Kingdom

T +44 (0)113 244 5000 F +44 (0)113 244 8000 DX 26440 Leeds 28 www.pinsentmasons.com

LONDON BIRMINGHAM BRISTOL EDINBURGH GLASGOW LEEDS MANCHESTER BEIJING BRUSSELS DUBAI HONG KONG SHANGHAI

Regulated by The Law Society. A list of partners' names is available for inspection at the above address.



An international group of law firms

MESSAGE CONFIRMATION

31/08/2007 10:55
ID=PINSENT MASONS

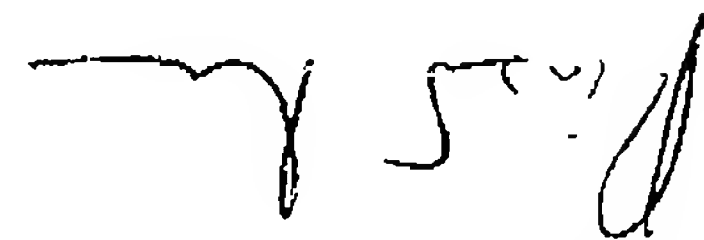
DATE	S.R-TIME	DISTANT STATION ID	MODE	PAGES	RESULT
31/08	01'17"	Walker Morris	TX	003	OK 0000

POSSIBLE ERROR PAGE: 001

31/08/2007 10:54 PINSENT MASONS → 901132459412 NO.204 0001

An international group of law firms

1 Park Row Leeds LS1 5AB United Kingdom
T +44 (0)113 244 5000 F +44 (0)113 244 8000 DX 26440 Leeds 28 www.pinsentmasons.com
LONDON BIRMINGHAM BRISTOL EDINBURGH GLASGOW LEEDS MANCHESTER BEIJING BRUSSELS DUBAI HONG KONG SHANGHAI
Regulated by The Law Society. A list of partners' names is available for inspection at the above address.



Yours faithfully

We thank you for your fax dated 21 August 2007. We apologise for not responding straight away to your request but the writer was out of the office.
Your first paragraph is correct.
With reference to the second paragraph, we enclose our fax of 18 May, together with the fax transmission confirmation

Attachment (w)

22 August 2007
BY RECORDED DELIVERY

Mr Paul Douglas
17 Woodville Road
Hartshorne
Derbyshire
DE11 7ET

Urquhart-Dykes & Lord LLP
Tower North Central
Merrion Way
Leeds
GB-LS2 8PA

T +44 (0)113 245 2388
F +44 (0)113 243 0446
E email@udl.co.uk
W www.udl.co.uk

Your ref:
Our ref: MMN/SL/P200424US

Dear Paul

**Re: US Application Serial No. 10/550,036
based on International Patent Application No. PCT/GB2004/001185
Jaw Crusher
Inventors: Douglas, Paul**

As you are aware, we act for Extec Screens & Crushers Limited who have previously instructed us to prepare and file the above International application which has subsequently entered the US national phase under the above captioned US serial number.

Please find enclosed copies of the description, claims and drawings of the published International patent application (PCT/GB2004/001185 - Publication No. WO 2004/082833) corresponding to the text and drawings of the above captioned US patent application for identification purposes. We also enclose an Inventorship Declaration.

By virtue of your contract of employment/service agreement, and the nature of your employment, by Extec, and under UK employment law, all inventions made by you during the course of your employment are the property of your employer, namely Extec Screens & Crushers Limited.

Furthermore, as part of your termination agreement when you left employment of Extec, you undertook to cooperate in signing all documents required to transfer all rights to your employer and to ensure your employer's rights are maintained.

We have written to you previously on a significant number of occasions requesting that you sign and date the enclosed inventorship declaration which is a requirement of US patent law in order to progress the above US patent application and preserve the rights of Extec. You have not responded to any of our previous attempts to contact you and have not returned the inventorship declaration as requested.

As the latest date for filing the enclosed inventorship declaration with the US Patent and Trademark Office is 19 September 2007 we ask one final time for your cooperation in signing and returning to us the enclosed inventorship declaration. Please ensure the completed declaration is returned to us by no later than **5 September 2007**. If we have not received the completed declaration by this date we will assume you are unwilling to cooperate in this matter.

If your intention is not to cooperate we would appreciate receiving confirmation of this by signing this letter and returning to us by the above date.

Please review this letter and the enclosures carefully and if you have any queries as to the nature of our request please contact us immediate via the contact details given above.

Yours sincerely

Martin Neilson
for Urquhart-Dykes & Lord LLP

I, Paul Douglas confirm having received this letter and enclosures, and that I am not willing to sign the inventorship declaration naming me as inventor on the above captioned US application.

.....
Paul Douglas

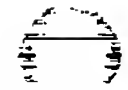
.....
Date

Encs: Publication No. WO 2004/082833 (Full Specification including claims, description and Figures)

Declaration and Power of Attorney for Utility patent application No. 10/550,036

c.c. Lynsey Smith
Walker Morris
Kings Court, 12 King Street
Leeds. LS1 2HL (By Recorded Delivery - letter with enclosures)

Attachment (x)



4 September 2007
BY RECORDED DELIVERY

Mr Paul Douglas
17 Woodville Road
Hartshorne
Derbyshire
DE11 7ET



Intellectual property
Urquhart-Dykes & Lord LLP
Tower North Central
Merrion Way
Leeds
GB-LS2 8PA

T +44 (0)113 245 2388
F +44 (0)113 243 0446
E email@udl.co.uk
W www.udl.co.uk

Your ref:
Our ref: MMN/SL/P200544US

Dear Paul

**Re: US Application Serial No. 11/568,305
based on International Patent Application No. PCT/GB2005/01411
Crusher Apparatus
Inventors: Douglas, Paul**

As you are aware, we act for Extec Screens & Crushers Limited who have previously instructed us to prepare and file the above International application which has subsequently entered the US national phase under the above captioned US serial number.

Please find enclosed copies of the description, claims and drawings of the published International patent application (PCT/GB2005/01411 - Publication No. WO 2005/099903) corresponding to the text and drawings of the above captioned US patent application for identification purposes. We also enclose an Inventorship Declaration.

By virtue of your contract of employment/service agreement, and the nature of your employment, and under UK employment law, all inventions made by you during the course of your employment are the property of your employer, namely Extec Screens & Crushers Limited.

Furthermore, as part of your termination agreement when you left employment of Extec, you undertook to cooperate in signing all documents required to transfer all rights to your employer and to ensure your employers rights are maintained.

We have written to you previously on a significant number of occasions requesting that you sign and date the enclosed inventorship declaration which is a requirement of US patent law in order to progress the above US patent application. You have not responded to any of our previous attempts to contact you and have not returned the inventorship declarations.

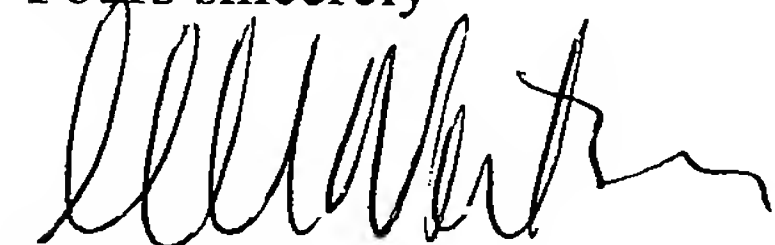
We ask one final time for your cooperation in signing and returning to us the enclosed inventorship declaration. Please ensure the completed declaration is returned to us by no later

than **24 September 2007**. If we have not received the completed declaration by this date we will assume you are unwilling to cooperate in this matter.

If your intention is not to cooperate we would appreciate receiving confirmation of this by signing this letter and returning to us by the above date.

Please review this letter and the enclosures carefully and if you have any queries as to the nature of our request please contact us immediately via the contact details given above.

Yours sincerely



Martin Neilson
for Urquhart-Dykes & Lord LLP

I, Paul Douglas confirm having received this letter and enclosures, and that I am not willing to sign the inventorship declaration naming me as inventor on the above captioned US application.

.....
Paul Douglas

.....
Date

Encs: Publication No. WO 2005/099903
Declaration and Power of Attorney for Utility patent application No. 11/568,305

c.c. Lynsey Smith
Walker Morris
1 Park Row
Leeds, LS1 5AB (By Recorded Delivery - letter with enclosures)
Ref: LOS

*Paul
Neilson*

Attachment (y)



4 September 2007
BY RECORDED DELIVERY

Mr Paul Douglas
17 Woodville Road
Hartshorne
Derbyshire
DE11 7ET

Urquhart-Dykes & Lord LLP
Tower North Central
Merrion Way
Leeds
GB-LS2 8PA

T +44 (0)113 245 2388
F +44 (0)113 243 0446
E email@udl.co.uk
W www.udl.co.uk

Your ref:
Our ref: MMN/SL/P200422US

Dear Paul

Re: **US Application Serial No. 10/550,035**
based on International Patent Application No. PCT/GB2004/001183
Crusher Apparatus
Inventors: Douglas, Paul

As you are aware, we act for Extec Screens & Crushers Limited who have previously instructed us to prepare and file the above International application which has subsequently entered the US national phase under the above captioned US serial number.

Please find enclosed copies of the description, claims and drawings of the published International patent application (PCT/GB2004/001183 - Publication No. WO 2004/082832) corresponding to the text and drawings of the above captioned US patent application for identification purposes. We also enclose an Inventorship Declaration.

By virtue of your contract of employment/service agreement, and the nature of your employment, and under UK employment law, all inventions made by you during the course of your employment are the property of your employer, namely Extec Screens & Crushers Limited.

Furthermore, as part of your termination agreement when you left employment of Extec, you undertook to cooperate in signing all documents required to transfer all rights to your employer and to ensure your employers rights are maintained.

We have written to you previously on a significant number of occasions requesting that you sign and date the enclosed inventorship declaration which is a requirement of US patent law in order to progress the above US patent application. You have not responded to any of our previous attempts to contact you and have not returned the inventorship declarations.

We ask one final time for your cooperation in signing and returning to us the enclosed inventorship declaration. Please ensure the completed declaration is returned to us by no later

than **24 September 2007**. If we have not received the completed declaration by this date we will assume you are unwilling to cooperate in this matter.

If your intention is not to cooperate we would appreciate receiving confirmation of this by signing this letter and returning to us by the above date.

Please review this letter and the enclosures carefully and if you have any queries as to the nature of our request please contact us immediate via the contact details given above.

Yours sincerely

Martin Neilson
for Urquhart-Dykes & Lord LLP

I, Paul Douglas confirm having received this letter and enclosures, and that I am not willing to sign the inventorship declaration naming me as inventor on the above captioned US application.

.....
Paul Douglas

.....
Date

Encs: Publication No. WO 2004/082832
Declaration and Power of Attorney for Utility patent application No. 10/550,035

c.c. Lynsey Smith
Walker Morris
Kings Court, 12 King Street
Leeds. LS1 2HL (By Recorded Delivery - letter with enclosures)

Attachment (z)

**WALKER
MORRIS**

Kings Court, 12 King Street, Leeds, LS1 2HL. Tel 0113 283 2500.
Fax 0113 245 9412. Document Exchange 12051 Leeds 24.
Email lynsey.smith@walkermorris.co.uk Web: www.walkermorris.co.uk

FACSIMILE TRANSMISSION URGENT

To: Martin Nielson **From:** Lynsey Smith
At: Urquhart-Dykes & Lord LLP **Date:** 11 September 2007
Fax: 0113 243 0446 **Page 1 of** 6
Telephone: **Matter N°.**

Private and Confidential

This facsimile may contain information that is privileged, confidential or otherwise protected from disclosure. It must not be used by, or its contents copied or disclosed to, persons other than the addressee. If you have received this facsimile in error please notify us immediately by telephone at the number listed above and return it to us by mail. We will reimburse postage.

Paul Douglas - Extec Screens & Crushers Limited

We refer to your letters of 4 September 2007 enclosing copies of communications sent directly to our client Paul Douglas. Please direct all future correspondence to this firm.

We note that the letter to our client states that you have written to Mr Douglas previously, but that he has not responded. This is not correct. We have written to you on at least two occasions in relation to these issues and have received no response. We attach copies of our letters to you of 28 November 2006 and 4 May 2007. You will note that we have previously asked for correspondence to be directed to this firm.

As you will see from the enclosed letters, Mr Douglas has at all times confirmed and continues to confirm that he will comply with his contractual obligations provided only that the documents he is being asked to sign accord with the terms of the agreement dated 31 August 2005 for the sale and purchase of the Company's shares (the Agreement) and the IP assignment entered into pursuant to the Agreement's terms on the same date.

To assist our client in properly dealing with this matter, please can you confirm by return of fax the documents that you require to be signed by our client and confirm the international patent applications to which these relate so that we are clear what is now being asked of our client.

Yours faithfully


WALKER MORRIS

Attachment (aa)



14 September 2007
By facsimile and post

Lynsey Smith
Walker Morris
Kings Court
12 King Street
Leeds
LS1 2HL

Urquhart-Dykes & Lord LLP
Tower North Central
Merrion Way
Leeds
GB-LS2 8PA

T +44 (0)113 245 2388
F +44 (0)113 243 0446
E email@udl.co.uk
W www.udl.co.uk

Your ref:
Our ref: MMN/SL/P200424US

Dear Ms. Smith

Re: **US Patent Applications in the name of
Paul Douglas
US Patent Application Serial No. 10/550,036 - UDL Case No. P200424US
US Patent Application Serial No. 11,568,305 - UDL Case No. P200544US
US Patent Application Serial No. 10/550,035 - UDL Case No. P200422US**

Thank you for your response of 11 September 2007 and we note that all future correspondence is to be directed to yourselves and not sent directly to Mr Douglas.

This matter relates to three US patent applications that originate from respective corresponding International patent applications, the details of which are as follows:

1. US Patent Application Serial No. 10/550,036
based on International Patent Application No. PCT/GB2004/001185
Crusher With Endless Track Wear Plates
Inventor: Paul Douglas.
2. US Patent Application Serial No. 11,568,305
based on International Patent Application No. PCT/GB2004/01183
Crusher Slew Feeder
Inventors: Paul Douglas and Terence Bratton
3. US Patent Application Serial No. 10/550,035
based on International Patent Application No. PCT/GB2005/001411
Jaw Crusher With Discharge Assist/Crusher Roller
Inventor: Paul Douglas

The documents that require execution by Mr. Douglas, as confirmed by our US associates, are the three inventorship declaration and Power of Attorney documents enclosed with our recent letters to you of 4 September 2007. The filing of these completed documents is a requirement

of US patent legislation and are necessary to preserve the potential patent rights resulting from the applications. We confirm that given the previous agreement of 31 August 2007 (the Agreement you refer to in your recent fax) and Mr Douglas's service agreement (Contract Of Employment) at the priority dates of the above three applications we do not require Mr. Douglas to execute a further assignment agreement at this time.

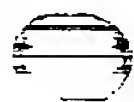
The inventorship declaration and Power of Attorney forms are self explanatory being written confirmation from Mr. Douglas that he is responsible for inventing the claimed subject matter of each application and provide authorisation of representation to our US associates. Compliance with signing and returning these documents to us would appear to satisfy paragraph 5.4 of the Agreement which you appear to recognise.

We look forward to return of the above documents by **28 September 2007**.

Yours sincerely

Martin Neilson
for Urquhart-Dykes & Lord LLP

Attachment (bb)



BY FAX AND DX

Stuart Chapman/Mohan Baskharan

Pinsent Masons

Solicitors

DX26440

LEEDS 28

Ref: 20\20803887.1\MOB\629233.07007

Our ref

LOS/GXD/DOU.208-6

Your ref

26 September 2007

Martin Nielson

Urquhart-Dykes & Lord LLP

Tower North Central

Merrion Way

Leeds

GB_ LS2 8PA

Ref: MMN/SL/P200424US

Dear Sirs

Agreement dated 31 August 2005 (the "Agreement") for the sale and purchase of all of the ordinary shares and B ordinary shares held by Paul Douglas, Dermot Douglas and Colin Douglas (the "Sellers") in Extec Holdings Limited (the "Company")

US Patent Applications Serial Numbers 10/550,036, 11,568,305 and 10/550,035

We refer to a letter received from Urquhart-Dykes & Lord LLP (UDL) dated 14 September 2007 enclosing documentation they ask Mr Paul Douglas to execute pursuant to the terms of the Agreement and the assignment of intellectual property rights entered into pursuant to the terms of the Agreement (the **IP Assignment**).

We have previously confirmed to both of your firms on repeated occasions that our client will comply with his contractual obligations. In fact, we confirmed this to Pinsent Masons initially as long ago as late 2005. Our client's only request in signing any documentation pursuant to the Agreement and the IP Assignment was and is that it comply with the terms of those agreements.

Pursuant to the Agreement, our client entered into the IP Assignment on 31 August 2005. The IP Assignment provides that Mr Douglas assigned the intellectual property rights and all goodwill associated with them to the Company. Further, Mr Douglas agreed to execute "documents, forms and authorisations and do all things and will cause all necessary declarations and oaths to be made... which may be necessary for vesting" those rights in the Company. However, he did so only on the basis that his costs of doing such things would be paid by the Company.

When Pinsent Masons originally asked Mr Douglas to complete documentation to assist in assigning the rights to the Company, he asked for his costs in dealing with that request which at that time (18 November 2005) amounted to £836.26 (being £636.26 including VAT of legal costs and £200 of his own time). This payment was not forthcoming.



In addition to the above, the documentation forwarded to us with Pinsent Mason's request went far beyond that envisaged by the IP Assignment and stated that our client would undertake all manner of steps at his own cost. Accordingly, those documents did not reflect the terms agreed and we pointed this out to Pinsent Masons.

Rather than paying our client's costs and amending the documentation to reflect the terms agreed, it appears that the Company chose to go down an alternative disputed route with regard to the US patent assignments. It did so without reference to our client and it appears that our client may not have been receiving notices and documents he ought to have received.

UDL have now provided further copies of agreements they ask our client to sign. We confirm that our client remains content to sign the necessary documentation. However, in order to do so, we require the Company to pay the sum of £4,096.58 to this firm by return. Our client is entitled to receive his costs and given that they have been withheld and have continued to accrue for nearly two years, these costs ought to be paid in advance.

The sum of £4,096.58 represents the £2,975.80 plus VAT Mr Douglas has incurred through this firm due to the Company's refusal to provide documentation which reflects the agreement reached and the costs of dealing with the resultant correspondence. It also includes our client's costs in collecting letters relating to these issues at £200 per hour (with no VAT payable) for three hours. His actual costs in liaising with this firm and reading that documentation will actually be higher and we consider the sum of £4,096.58 to be more than reasonable in the circumstances.

We await hearing from you by the end of 25 September 2007 if it is going to be possible for you to have signed documentation by the end of Friday 28 September 2007.

Yours faithfully

A handwritten signature in black ink, which appears to read "Walker Morris", is written below the "Yours faithfully" text.

WALKER MORRIS

Exhibit B

DECLARATION AND POWER OF ATTORNEY FOR UTILITY PATENT APPLICATION <input type="checkbox"/> Declaration Submitted With Initial Filing OR <input checked="" type="checkbox"/> Declaration Submitted after Initial Filing (surcharge (37 CFR 1.16 (e)) required)	Attorney Docket Number	7881.18
	First Named Inventor	Paul Douglas
	COMPLETE IF KNOWN	
	Application Number	10/550,036
	Filing Date	September 21, 2005
	Group Art Unit	
	Examiner Name	

I hereby declare that:

Each inventor's residence, mailing address, and citizenship are as stated below next to their name.

I believe the inventor(s) named below to be the original and first inventor(s) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

JAW CRUSHER

(Title of the Invention)

the specification of which

☐ is attached hereto

OR

☒ was filed on (MM/DD/YYYY) March 18, 2004 as United States Application Number or PCT International Application Number PCT/GB2004/001185 and was amended on (MM/DD/YYYY) (if applicable).

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims as amended by any amendment specifically referred to above.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56, including for continuation-in-part applications, material information which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application.

I hereby claim foreign priority benefits under 35 U.S.C. 119(a)-(d) or (f), or 365(b) of any foreign application(s) for patent, inventor's or plant breeder's rights certificate(s), or 365(a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below, by checking the box, any foreign application for patent, inventor's or plant breeder's rights certificate(s), or of any PCT international application having a filing date before that of the application on which priority is claimed.

Prior Foreign Application Number(s)	Country	Foreign Filing Date (MM/DD/YYYY)	Country	Priority Not Claimed	Certified Copy Attached?	
					YES	NO
GB0306491.2	Great Britain	21 March 2003		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

☐ Additional foreign application numbers are listed on a supplemental priority data sheet PTO/SB/02B attached hereto:

DECLARATION — Utility or Design Patent Application

I hereby appoint:

☒ Practitioners associated with the Customer Number:

21999

OR

☐ Practitioner(s) named below:

Name	Registration Number
Evan R. Witt	32,512

as my attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the Patent and Trademark Office connected therewith.

Direct all correspondence to:

☒ The address
associated with
Customer Number

21999

OR

☐ Correspondence address below

Name

Address

City

State

ZIP

Country

Telephone

Fax

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

NAME OF SOLE OR FIRST INVENTOR:

☐ A petition has been filed for this unsigned inventor

Given Name

(first and middle [if any]) Paul

Family Name or Surname

Douglas

Inventor's
Signature

Extec Screens & Crushers Limited
(the assignee)
by Ian Frazer English, Solicitor, Chief Legal Counsel

Date

17/01/08

Residence: City

Derbyshire

State

Country

United
Kingdom

Citizenship

United Kingdom

Mailing Address

Hearthcote Lane, Swadlincote

City

Derbyshire

State

Zip

DE11 9DU

Country

United Kingdom

NAME OF SECOND INVENTOR:

☐ A petition has been filed for this unsigned inventor

Given Name

(first and middle [if any])

Family Name or Surname

Inventor's
Signature

Date

Residence: City

State

Country

Citizenship

Mailing Address

City

State

Zip

Country

☐ Additional inventors or a legal representative are being named on the ___ supplemental sheet(s) PTO/SB/02A or 02LR attached hereto.

Exhibit C

IN THE MATTER OF US PATENT
APPLICATIONS BASED ON
INTERNATIONAL PATENT
APPLICATIONS NAMING EXTEC
SCREENS & CRUSHERS LIMITED
AS APPLICANT AND PAUL
DOUGLAS AS INVENTOR OR
CO-INVENTOR

5

10

WITNESS STATEMENT

I, Ian Frazer English, Solicitor and Chief Legal Counsel to Extec Screens & Crushers Limited, do hereby declare as follows:

15

1. This declaration is made in connection with three US patent applications which have been filed, based on International Patent Applications made in the name of Extec Screens & Crushers Limited, and naming Paul Douglas as inventor or co-inventor. The details of the three US patent applications are as follows:

20

(i) US Application Serial no. 10/550,036 based on International Patent Application No. PCT/GB2004/001185;

25

(ii) US Application Serial no. 10/550,035 based on International Patent Application No. PCT/GB2004/01183;

(iii) US Application Serial no. 11/568,305 based on International Patent Application No. PCT/GB2005/001411.

30

2. Having been employed by Extec Screens & Crushers Limited and its predecessor companies, since April 2002 and having acted as Solicitor and Chief Legal Counsel whilst in employment for such companies, I have firsthand knowledge of the facts surrounding the three inventive concepts the subject of each of the above three US applications identified in paragraph 1.

35

3. Each of the three inventive concepts referred to above in paragraph 1 were made by Paul Douglas, in the scope of his normal contractual duties whilst employed by INHOCO 2723 Limited. These duties are detailed in Section 14.1 of the Service Agreement (Exhibit G). I confirm the three inventive concepts identified in paragraph 1 were generated by Paul Douglas whilst performing his duties under Section 14.1 of the Service Agreement (Exhibit G).

40

4. According to the UK Patents Act 1977, Section 39(1): "...an invention made by an employee...shall... be taken to belong to his employer...if -

45

a) it was made in the course of the normal duties of the employee; or
b) the invention was made in the course of the normal duties of the employee and, at the time of making the invention, because of the nature of his duties and the particular responsibilities arising from the nature of his duties he had a special obligation to further the interests of the employer's undertaking".

5. According to the UK Patents Act 1977, Section 42(2): “...Any term in a contract to which this section applies which diminishes the employee’s rights in inventions of any description made by him after the ...date of the contract... shall be unenforceable against him... ”.

6. The wording of section 14.1 of the Service Agreement (Exhibit G) corresponds almost identically with the wording of Section 39(1) of the UK Patents Act 1977. Accordingly, as the right’s of Paul Douglas are not diminished by this term of the Agreement, the Agreement is enforceable under UK law to transfer all title from Paul Douglas to the company.

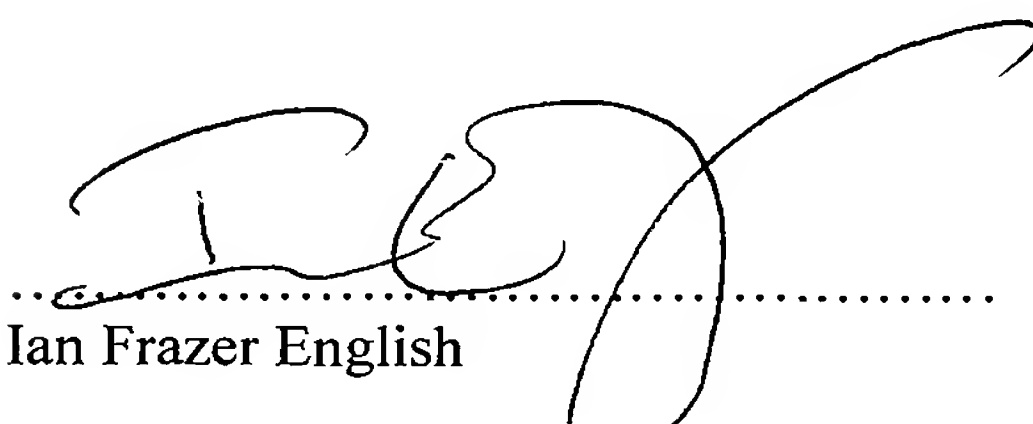
7. If section 14.1 were found to be unenforceable, which is very unlikely, the overriding provisions of Section 39(1) of the UK Patents Act 1977 would serve to transfer all title from Paul Douglas to the company given that, and I confirm, Paul Douglas produced the three inventive concepts referred to in paragraph 1:

*in the course of his normal duties as an employee; and in any event:
at the time of making the invention, because of the nature of his duties and the particular responsibilities arising from the nature of his duties he had a special obligation to further the interests of the employer’s undertaking* in accordance with section 14.1 of his contract for service.

I believe that the facts stated in this Witness Statement are true.

I also hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that wilful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 USC 1001 and that such wilful false statements may jeopardise the validity of the application or any patent issued thereon.

35


.....
Ian Frazer English

dated.....17/01/08.....

Exhibit D

IN THE MATTER OF US PATENT
APPLICATIONS BASED ON
INTERNATIONAL PATENT
APPLICATIONS NAMING EXTEC
SCREENS & CRUSHERS LIMITED
AS APPLICANT AND PAUL
DOUGLAS AS INVENTOR OR
CO-INVENTOR

LEGAL MEMORANDUM

I, Ian Frazer English, Solicitor and Chief Legal Counsel to Extec Screens & Crushers Limited, in response to the invitation by the US Patent & Trade Mark Office Attorney Advisor, following Petition under 37 CFR 1.47(b), confirm as follows:

1. This declaration is made in connection with three US patent applications which have been filed, based on International Patent Applications made in the name of Extec Screens & Crushers Limited, and naming Paul Douglas as inventor or co-inventor. The details of the three US patent applications are as follows:

(i) US Application Serial no. 10/550,036 based on International Patent Application No. PCT/GB2004/001185;

(ii) US Application Serial no. 10/550,035 based on International Patent Application No. PCT/GB2004/01183;

(iii) US Application Serial no. 11/568,305 based on International Patent Application No. PCT/GB2005/001411.

2. As Solicitor and Chief Legal Counsel to Extec Screens & Crushers Limited, I confirm that, as stated in my Witness Statement previously submitted (Exhibit F), dated 5 September 2007 all rights and title of all intellectual property generated by Paul Douglas whilst in employment by Extec Screens & Crushers Limited and its predecessor companies is transferred completely according to the following:

3. I confirm that the inventive concepts the subject of the three US patent applications identified in paragraph 1 above were, at their respective prior dates produced by Paul Douglas during his employment by the predecessor companies of Extec Screens & Crushers Limited.

4. The Service Agreement (Exhibit G) establishes that any invention created by Paul Douglas in the course of his employment shall belong to INHOCO 2723 Limited.

5. INHOCO 2723 Limited changed its name to Extec Holdings Limited on 18 February 2003 (confirmed as Exhibit H).

6. By way of Assignment dated 17 September 2007, all rights associated with the three US patent applications identified in paragraph 1 above were transferred from Extec Holdings Limited to Extec Screens & Crushers Limited (Exhibit J).

5 7. The Assignment Agreement dated 31 August 2005 (Exhibit I) in which Paul Douglas assigned all his interests in Extec Holdings Limited to Extec Screens & Crushers Limited was provided to confirm that under Section 3 of this Assignment, Paul Douglas agreed to execute all documents necessary to confer all rights in the name of Extec Screens & Crushers Limited or its predecessor companies. All rights and title to the three US
10 patent applications identified in paragraph 1 above are transferred, under UK law, from Paul Douglas to Extec Screens & Crushers Limited by way of Exhibits G, H and J.

I believe that the facts stated in this Legal Memorandum are true.

15 I also hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that wilful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 USC 1001 and that such
20 wilful false statements may jeopardise the validity of the application or any patent issued thereon.

.....
Ian Frazer English

dated.....17/01/08.....